

**FRIENDS OF THE REEDY RIVER
RELEASE AND HOLD HARMLESS AGREEMENT**

For and in consideration of permitting the undersigned person to participate in The Friends of the Reedy River (“FORR”) cleanup program (the “Program”) on _____, the undersigned hereby understands and agrees to the following:

- (i) The Program involves certain inherent risks, including risks from physical activities near, alongside, on the banks of or in a waterway, the use of landscaping tools such as shears, rakes, and shovels, the removal of trash and other litter, and the use of herbicides, among others.
- (ii) My participation in the Program is purely voluntary. No one is forcing or requiring me to participate, and I elect to participate in spite of the risks. I understand that my safety is my own responsibility.
- (iii) I assume full responsibility for myself for all risks associated with the Program, including risks of bodily injury, illness, disability, and or death.
- (iv) I hereby grant and authorize FoRR the right to take, edit, alter, copy, publish, distribute or make use of any and all photos or videos taken of me during the Program to be used in their publications, on their website, and for conservation promotion purposes.

Release and Indemnification

By entering into this Agreement, I ***agree to release*** FORR and the other parties identified below from any claims I might have against them arising out of any injury or loss that I might suffer in connection with my participation in the Program. I also ***agree to indemnify*** FORR and the other parties identified below for any claims asserted against them arising out of my participation in the Program.

In particular I do hereby for myself, my heirs, personal representatives, and assigns, waive liability of, release and forever discharge, FORR, its organizers, sponsors, directors, volunteers, agents, and all other persons acting under their direction and control (collectively “the Released Parties”) for any liability concerning any or all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property, and the consequences thereof, including death, arising in any way from my participation in the Program. In addition, I also agree to defend, indemnify, and hold harmless the Released Parties with respect to any claim made against them arising in any way from my participation in the Program.

These release and indemnification provisions expressly pertain to liability for negligent conduct, and are without reservation of any kind except only for claims and injuries to the extent they arise *solely and exclusively* out of grossly negligent, intention, willful, or wanton wrongdoing of a Released Party.

I acknowledge that I have read and understand the foregoing and have been fully and completely advised of the potential dangers incidental to engaging in the Program, and am fully aware of the legal consequences of signing this instrument.

Participant Name: _____

Email: _____

Signature: _____ Date: _____

FOR PARTICIPANTS UNDER AGE 18

The participant is under 18 and I am signing this Agreement as the participant’s parent or legal guardian. I consent to the participant’s participation in the Program, and I agree individually and on behalf of the participant to the all the terms of this Agreement, including the release and indemnification provisions above.

Parent/Legal Guardian Name: _____

Signature: _____ Date: _____